

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United States Trust Company of New York		03/06/1998	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Terex Corporation		
Street Address:	200 Nyala Farm Road		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0709888	LECTRA HAUL	
Registration Number:	1347216	TEREX	
Registration Number:	0534178	KOEHRING	
Registration Number:	0409963	P & H	
Registration Number:	1058988	P & H	
CORRESPONDENCE DATA			
Fax Number:	(212)541-4630		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2125412000		
Email:	tcdrodriguez@bryancave.com		
Correspondent Name:	Michael Caruso		
Address Line 1:	1290 Avenue of the Americas		
Address Line 2:	BRYAN CAVE LLP		
Address Line 4:	New York, NEW YORK 10104		

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TRADEMARK
REEL: 004171 FRAME: 0861

ATTORNEY DOCKET NUMBER:	0301982
NAME OF SUBMITTER:	Michael Caruso
Signature:	/michael caruso/
Date:	03/22/2010
Total Attachments: 3 source=Release and Termination of 1995 Indenture#page1.tif source=Release and Termination of 1995 Indenture#page2.tif source=Release and Termination of 1995 Indenture#page3.tif	

FULL RELEASE AND TERMINATION AGREEMENT

Full Release and Termination Agreement (the "Release"), dated as of March 6, 1998, by United States Trust Company of New York, as collateral agent (the "Collateral Agent"), in favor of Terex Corporation, a Delaware corporation (the "Company") and certain of its Subsidiaries. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture, dated as of May 9, 1995, among the Company, certain Subsidiaries of the Company, as Guarantors, and United States Trust Company of New York, as Trustee (the "Trustee"), pursuant to which the 13-1/4% Senior Secured Notes due 2002, of the Company were issued (as amended, supplemented or otherwise modified to the date hereof, the "Indenture").

WHEREAS, pursuant to that certain Indenture, the Company issued the Notes to the Holders;

WHEREAS, to secure repayment of the obligations of the Company and certain of its Subsidiaries under the Indenture, the Notes and the documents executed in connection therewith, the Company and the Subsidiaries entered into the Security Documents, including, without limitation, all security agreements, mortgages and other security documents described or referenced in or contemplated by the Indenture (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Documents");

WHEREAS, the Company has delivered to the Trustee, pursuant to Section 3.3 of the Indenture, notices pursuant to which the Company will redeem all of the outstanding Notes on May 15, 2000 (the "Redemption Date") and irrevocably authorized and directed the Trustee to deliver such notices;

WHEREAS, the Company has irrevocably deposited in trust with the Trustee, money or U.S. Government Obligations sufficient to pay principal and interest and premium, if any, on the Notes to the Redemption Date and each installment of interest, if any, on the due dates thereof on the Notes, as the case may be, and to pay all other sums payable by it under the Indenture and the Notes (including the applicable redemption premium thereon) in order to terminate its obligations under the Indenture in accordance with the terms of Section 8.1 thereof; and

WHEREAS, the Collateral Agent has agreed to terminate the Collateral Documents and to release all rights and security interests granted pursuant thereto.

NOW, THEREFORE, in consideration of the foregoing and the terms of this Release;

(1) Release and Termination. The Collateral Agent hereby expressly relinquishes, releases and renders ineffective all of the rights, powers and interests of the

Collateral Agent derived from or arising under the Collateral Documents (including without limitation, the liens, security interests and mortgages granted thereunder), and the Collateral Agent hereby expressly declares all of the terms, provisions and covenants of the Collateral Documents to be terminated and no longer in effect and agrees that the Company and the Subsidiaries shall have no further obligations thereunder.

(2) Return of Collateral. The Collateral Agent hereby agrees to deliver to the Company and to each Subsidiary, as applicable, all instruments and certificates evidencing shares of capital stock, including, without limitation, all indorsements and stock powers delivered in connection therewith and all other Collateral in the possession of the Collateral Agent which has been delivered to the Collateral Agent for the benefit of itself, the Trustee and each Holder pursuant to the terms of the Collateral Documents, free and clear of any claim, charge, lien or security interest at the Effective Time (as defined below).

(3) Further Assurances. The Collateral Agent hereby agrees to take such other actions and effect such other documents, instruments or agreements as are reasonably required by the Company or the Subsidiaries, at the expense of the Company and the Subsidiaries, to carry out the intent of this Release, including, without limitation, the execution and filing of Uniform Commercial Code termination statements, releases in the real estate records with respect to the Mortgages, appropriate releases and assignments of any intellectual property security and appropriate releases and other documents, instruments or agreements required in jurisdictions outside of the United States.

(4) Severability. In case any provision of or obligation under this Release shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(5) Successors and Assigns; Effectiveness. This Release shall be binding upon the parties hereto and their successors and assigns, for the uses and purposes above set forth and referred to. This Release shall become effective immediately upon the occurrence of each of the following (the "Effective Time"): (a) execution by the Collateral Agent of this Release; and (b) receipt of immediately available funds in the amount of \$90,000 by the Trustee (or a trustee satisfactory to the Trustee) in accordance with Section 8.1 of the Indenture to be held in trust.

(6) Counterparts. This Release may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same document.

(7) GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties have executed and delivered this Release
as of the date first above written.

UNITED STATES TRUST COMPANY
OF NEW YORK, as Collateral Agent

By: 

Name: John Guiliano

Title: Vice President

Acknowledged by and on
behalf of itself and
the Subsidiaries:

TEREX CORPORATION

By: 

Name: Eric I Cohen

Title: Secretary